Proposed rule amendments relating to fully paid securities lending and financing arrangements

Blackline of Proposed Amendments

RULE 1200 | DEFINITIONS

1201. Definitions

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(2) The following terms have the meanings set out when used in the *Corporation requirements:*

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"cash loan"	A cash loan receivable or a cash loan payable as defined in Form 1, Schedule 1 and 7.

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"securities loan"	A securities borrow or a securities loan arrangement as defined in Form 1, Schedule 1 and 7.

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~~"written cash and securities loan agreement"~~	~~A written cash loan agreement or securities loan agreement, other than an overnight cash loan agreement (as defined in section 4602), where the Dealer Member receives or pays cash or, provides or receives securities, that contains the minimum provisions described in Part B of Rule 4600.~~

1202. – 1299. Reserved.

RULE 4300 | PROTECTION OF CLIENT ASSETS – SEGREGATION, CUSTODY AND CLIENT FREE CREDIT BALANCES

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PART A.1 - GENERAL SEGREGATION REQUIREMENTS

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4312. Fully paid and excess margin securities

(1) A *Dealer Member* holding fully paid or excess margin securities for a client must:

(i) *segregate* those securities, and

(ii) identify those securities as being held in trust for that client.

(2) A *Dealer Member* must not use securities held in *segregation* for its own purposes except with the ~~express~~ written ~~approval~~ consent of its client under the terms of a ~~cash and~~ written securities loan agreement as detailed in ~~section 5840~~ Rule 4600.

(3) The *Corporation* may prescribe how *segregated securities* are held, and how the amount or value of securities to be segregated must be calculated.

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4318. Determining securities to comply with segregation requirements

(1) A *Dealer Member* may choose any securities from a client's accounts to satisfy the *segregation* requirements for that client's positions, subject to the restrictions of applicable *securities laws* including, without limitation, a requirement that fully paid securities in a cash account be segregated before unpaid securities.

(2) A *Dealer Member* that sells securities required to be segregated for a client must keep them segregated until one *business day* prior to settlement or value date.

(3) Securities required to be segregated for a client must not be removed from *segregation* as a result of the purchase of any securities by that client until settlement or value date.

(4) A *Dealer Member* that borrows or loans securities required to be segregated for a client must keep them segregated until the date the securities are borrowed or loaned.

RULE 4400 | PROTECTION OF CLIENT ASSETS – SAFEKEEPING CLIENT ASSETS, SAFEGUARDING CASH AND SECURITIES, AND INSURANCE

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4424. Clearing

(1) A *Dealer Member* must promptly compare and balance its *records* with reports of the previous day's settlements.

(2) Only *employees* who do not carry out trading functions may reconcile clearing or settlement accounts.

(3) A *Dealer Member* must take prompt action to correct differences in its *records*.

(4) A *Dealer Member* must regularly review aged "fails to deliver" and "fails to receive" and identify the reason for settlement delay.

(5) Any fail that continues for an extended period of time must be promptly reported to the *Dealer Member's* appropriate *Executives*.

(6) A *Dealer Member* must not use a client account security position to settle a short "pro" sale unless it has obtained written ~~permission~~ consent from, and provided appropriate collateral to, the client pursuant to:

(i) a margin account agreement, or

(ii) a ~~cash and security~~ *securities loan* agreement,

that has been executed in accordance with *Corporation requirements*.

(7) A *Dealer Member* must reconcile its *records* daily with clearing corporation and depository *records* to ensure they agree.

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4429. Transferring securities

(1) A *Dealer Member* must maintain a *record* showing all securities sent to, and held by, transfer agents.

(2) Only authorized *employees* outside the transfer department should be able to request transfers into a name other than the *Dealer Member's* name.

(3) Only ~~fully-paid~~ fully paid securities ~~(new issues excepted)~~ may be transferred into a name other than the *Dealer Member's* name~~.~~, with the exception of new issues and securities borrowed by the *Dealer Member* under Part B.2. of Rule 4600.

(~~3~~4) The transfer department may carry out transfers only when it receives a properly authorized request.

(~~4~~5) A *Dealer Member's* security position *record* must record, and name them as, “securities out for transfer”.

(~~5~~6) A *Dealer Member* must have a receipt for a securities position at a transfer agent.

(~~6~~7) A *Dealer Member* must prepare, and the department manager or another appropriate manager must review, a weekly ageing of all transfer positions to verify the validity of the positions and the reasons for any undue delay in receiving securities from transfer agents.

(~~7~~8) Authorized *employees* handling transfers must not have other security cage functions such as deliveries, or the management of current box and segregated box positions.

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RULE 4600 | FINANCING ARRANGEMENTS - CASH ~~AND~~ LOAN, SECURITIES LOAN, REPURCHASE AGREEMENT, AND REVERSE REPURCHASE AGREEMENT TRANSACTIONS

4601. Introduction

(1) Rule 4600 covers requirements for *cash* ~~and~~ *loans*, *securities* ~~loan~~ *loans*, *repurchase agreement* transactions, and *reverse repurchase agreement* transactions ~~and includes:~~.

(2) Rule 4600 is divided into the following parts:

Part A – Definitions and General Requirements

[sections 4602 – 4609]

Part B – Specific Requirements

Part B.1 - Financing arrangements with certain counterparties

[section 4610- 4619]

Part B.2 - Borrowing retail clients fully paid and excess margin securities

[section 4620 – 4630]

~~(i) definitions,~~

~~(ii) general requirements,~~

~~(iii) written agreement requirement~~

~~(iv) cash and securities loans between a *Dealer Member* and an *acceptable institution* or *acceptable counterparty,*~~

~~(v) cash and securities loans between *regulated entities*, and~~

~~(vi) cash and securities loans with other counterparties.~~

PART A – DEFINITIONS AND GENERAL REQUIREMENTS

4602. Definitions

(1) The following terms have the meaning set out below when used in Rule 4600:

"financing arrangement"	A *cash loan*, a *securities loan*, a *repurchase agreement*, or a *reverse repurchase agreement*.
"overnight cash loan agreement"	An oral or written *cash loan* agreement under which a *Dealer Member* deposits cash with another *Dealer Member* for up to two *business days*.
"Schedule I chartered bank"	A Schedule I bank under the Bank Act (Canada) that has a capital and reserves position of one billion dollars ($1,000,000,000) or more at the time of the *cash loan* or *securities loan* transaction.

4603. General requirements

(1) **Marking to market**

(i) Borrowed securities and loan collateral must be marked to market daily on a loan by loan basis.

(2) **Record transactions**

(i) A *Dealer Member* must record all financing transactions in its *records*.

(3) **Loan accounts**

(i) A *Dealer Member* must keep *Dealer Member financing arrangement* accounts separate from ~~the~~ *Dealer Member*~~'s~~ securities trading accounts.

(ii) A *Dealer Member* must keep client *financing arrangement* accounts separate from ~~the~~ client~~'s~~ securities trading accounts.

(4) **Confirmations and month-end statements**

(i) A *Dealer Member* must issue confirmations and month-end statements, except when the transaction with other *regulated entities* is processed through an *acceptable clearing corporation*.

(5) **Buy-ins**

(i) A *Dealer Member* must begin a buy-in (liquidating transaction) within two *business days* of the date on which the buy-in notice is given.

4604. Written agreement ~~requirement~~ requirements

(1) ~~If~~When a *Dealer Member* ~~has a cash and securities loan~~ enters into a *financing arrangement* agreement, other than an *overnight cash loan agreement*, that agreement must be in writing and contain the minimum provisions described in this section ~~5840~~.

(2) The agreement must:

(i) set out the rights of each party to retain and realize on the assets delivered to it by the other party under the agreement if the other party defaults; these rights are in addition to other remedies in the agreement or available at law,

(ii) set out events of default,

(iii) provide for treatment of the loaned or transferred asset value or the collateral value, held by the non-defaulting party that is over the amount owed by the defaulting party,

(iv) set out the right of either party to call, at any time by giving notice to the other party, for any shortfall in the required collateral, and

(v) either:

(a) give the parties the right to set off their mutual debts, or

(b) enable the parties to effect a secured loan and provide that the lender must continuously segregate agreement collateral securities.

(3) If the parties agree to a secured loan as provided in sub-clause 4604(2)(v)(b), and there is more than one method for the lender to perfect its security interest in the collateral, the lender must choose the method to achieve the highest priority in a default situation.

(4) Whether the parties rely on set off or agree to a secured loan as provided in clause 4604(2)(v), the written agreement must provide for:

(i) the securities borrowed or loaned, in the case of a *securities loan* agreement, or

(ii) the securities sold or purchased, in the case of a *repurchase agreement* or *reverse repurchase agreement*

to be free and clear of any trading restrictions under *applicable laws* and signed for transfer.

(5) When a *Dealer Member* does not have a written *cash loan* agreement, *securities loan* agreement, *repurchase agreement* or *reverse repurchase agreement*, in a form acceptable to the Corporation, the Dealer Member is subject to the margin requirements of Form 1, Schedule 1 and 7.

(6) The standard agreements prescribed and published by the *Corporation* are deemed agreement forms acceptable to the *Corporation*.

~~(2) If a *Dealer Member* has a written agreement for *repurchase agreement* transaction or *reverse repurchase agreement* transaction, that agreement must include the parties' acknowledgment that either has the right, on notice, to call for any shortfall in the difference between the collateral and the securities at any time.~~

~~(3) If a *Dealer Member* does not have a written agreement for a securities loan, a *repurchase agreement* transaction or *reverse repurchase agreement* transaction, then applicable margin rates are affected.~~

4605. - 4609. Reserved.

PART B – SPECIFIC REQUIREMENTS

PART B.1 - FINANCING ARRANGEMENTS WITH CERTAIN COUNTERPARTIES

4610. Collateral other than cash and securities ~~Cash and securities loans between a Dealer Member and an acceptable institution or acceptable counterparty~~

(1) When a *cash loan* or *securities loan* is between a *Dealer Member* and an *acceptable institution* ~~or an~~, *acceptable counterparty*, or a *regulated entity* they may use as collateral ~~letters of credit that~~ a *Schedule I chartered bank* ~~issues~~ letter of credit.

~~4606. Cash and securities loans between regulated entities~~

~~(1) If a cash or securities loan is between *regulated entities*:~~

~~(i) the *written cash and securities loan agreement* must state that either party has the right, at any time by giving notice to the other party, to call for any shortfall in the difference between the collateral and the borrowed cash or securities, and~~

~~(ii) they may use as collateral, a *Schedule I chartered bank* letter of credit.~~

~~4607. Cash and securities loans with other counterparties~~

~~(1) When a cash or securities loan is between a *Dealer Member* and a party to which neither section 4605 nor 4606 applies, a *Dealer Member* must comply with subsections 4607(2) and 4607(3).~~

~~(2) Securities pledged as collateral must:~~

~~(i) be held by:~~

(a) ~~the *Dealer Member* in segregation,~~

~~(b) an *acceptable clearing corporation*, or~~

~~(c) a bank or trust company that is either an *acceptable institution* or an *acceptable counterparty* under an escrow agreement. The escrow agreement must be between~~

~~the *Dealer Member* and the depository, institution, or counterparty and must be in a form acceptable to the *Corporation*,~~

~~(ii) either:~~

~~(a) be securities with a margin rate of 5% or less, or~~

~~(b) be preferred shares or *debt securities*, convertible into common shares of the class borrowed.~~

~~(3) If a *Dealer Member* does not comply with subsection 4607(2) or clause 4603(3)(i), its *net allowable assets* are subject to a charge calculated in the same manner as for client account short securities balances.~~

4611 - 4019 Reserved.

PART B.2 - BORROWING RETAIL CLIENT FULLY PAID AND EXCESS MARGIN SECURITIES

4620. Applicability

(1) Part B.2 of Rule 4600 sets out specific requirements applicable to a *Dealer Member* when borrowing fully paid or excess margin securities from:

(i) *retail clients*, or

(ii) *institutional clients* who choose to be treated as a *retail client* for the purposes of the *securities loan* arrangement with the *Dealer Member*.

4621. Consent and suitability

(1) A *Dealer Member* can borrow client's fully paid or excess margin securities only upon:

(i) the lending client's prior consent as part of a written *securities loan* agreement between the borrowing *Dealer Member*, the lending client, and any third party to the arrangement, and

(ii) the determination that the arrangement is suitable to the lending client, carried out by the borrowing *Dealer Member* or any other responsible party in compliance with Rule 3400, unless they are exempt from such determination under the *Corporations requirements*.

4622. Securities loan agreement

(1) The *securities loan* agreement, entered pursuant to subsection 4621(1), must be in a form acceptable to the *Corporation* and, at a minimum, provide for:

(i) the rights and responsibilities of each party to the agreement, including:

(a) the parties right to terminate the loan at any time upon prior notification

(b) the client's right to sell the loaned securities in a normal course of business,

(c) the client's right to the collateral in the event of the *Dealer Member*'s default, including the *Dealer Member*'s failure to recall the loaned securities within stipulated timeframes, and

(d) the client's right to restrict the type and total dollar value of the securities that the *Dealer Member* can borrow,

(ii) events of default,

(iii) the applicable revenue sharing, compensation or fees and the basis for their calculation.

4623. Disclosures

(1) At the time of entering into the *securities loan* agreement, the borrowing *Dealer Member* must:

(i) provide the lending client with adequate written disclosures regarding the loan arrangement, including the loan structure, benefits and risks for the client, as well as the following statement or a statement that is substantially similar:

Fully paid securities lent under [Dealer Members's] fully paid lending activity are not eligible for the Investor Protection Fund (IPF) coverage. Fully paid securities not lent under [Dealer Members's] fully paid lending activity and held at [Dealer Member], as at the date of insolvency of [Dealer Member], are eligible for the IPF coverage.

and

(ii) obtain the lending client's written acknowledgment to have read and understood the disclosures provided.

(2) The statement, under clause 4623(1)(i), must also be included in the lending client's account statements.

4624. Collateral

(1) The borrowing *Dealer Member* must provide and maintain for the duration of the loan, adequate collateral to fully secure the loan.

(2) The collateral can be cash or, when so permitted by the *Corporation*, debt securities with a margin rate of 5% or less.

(3) The collateral value must at a minimum equal:

(i) 102% of the market value of the securities borrowed, for cash collateral, or

(ii) 105% of the market value of the securities borrowed, for securities collateral, when permitted by the *Corporation* under subsection 4624(2).

(4) The collateral must be held in a form that is acceptable to the *Corporation*.

(5) The following are deemed acceptable forms of collateral holding:

(i) the cash collateral is held in trust for the lending clients by the borrowing *Dealer Member* in a separate designated account with an *acceptable institution* and this trust property is clearly identified as such at that institution, or

(ii) the collateral, cash or securities, is held on behalf of the lending clients by a collateral agent that is a bank or trust company and qualifies as an *acceptable institution*.

4625. Asset reuse prohibition

(1) The lending client cannot use the securities loaned under this Part B.2 of Rule 4600 in any hedging strategy while such securities are on loan.

(2) The borrowing *Dealer Member* or the lending client cannot reuse the assets, provided as collateral under section 4624 to secure the loan, for any other purposes.

4626. Recordkeeping

(1) Notwithstanding clause 4603(3)(ii), the *Dealer Member* must record the *securities loan* transactions in the securities trading account of the lending client, and such records must clearly distinguish the loaned securities and collateral provided.

4627. Client communications

(1) The confirmations, notices, statements and reports to the lending client must adequately disclose the securities on loan, the collateral provided, the revenue earned, and commissions or fees paid directly or indirectly by the client.

4628. Securities eligible for borrowing

(1) A *Dealer Member* can borrow under Part B.2. of Rule 4600 only securities held by clients in their non-registered accounts.

(2) The *Corporation* may further restrict the securities that a *Dealer Member* can borrow when it deems these further restrictions to be in the interest of the *Dealer Member*'s clients and the public.

(3) The securities eligibility restrictions are published on the *Corporation*'s website.

4629. Special audit report

(1) Upon the *Corporation*'s request, the borrowing *Dealer Member* must produce a special purpose independent audit report that certifies the adequacy of the policies and procedures, systems and supervisory controls regarding the *Dealer Member*'s activity under Part B.2. of Rule 4600 and compliance with the *Corporation's requirements*.

4630. Additional requirements and restrictions

(1) The *Corporation* may prescribe additional requirements or restrictions on the *Dealer Member* activity under Part B.2. of Rule 4600, when it deems to be in the interest of the *Dealer Member*'s clients and the public and seek to further:

(i) increase the transparency of the lending activity,

(ii) increase the likelihood of the lending client's recourse to collateral in the event of a *Dealer Member* insolvency, and

(iii) preserve market integrity.

~~4608~~4631. - 4699. Reserved.

SERIES 5000 | DEALER MEMBER MARGIN RULES

RULE 5100 | MARGIN REQUIREMENTS - APPLICATION AND DEFINITIONS

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5130. Definitions

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(6) For positions in and offsets involving *capital shares*, *convertible securities* and *exercisable securities*, the term:

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"currently convertible"	A security that is: (i) convertible within 20 *business days* into another security, the *underlying security*, or (ii) convertible after the expiry of a specific period into another security, the *underlying security*, and the *Dealer Member* or client has entered into a term securities borrowing agreement, which includes the minimum agreement terms specified in subsection ~~5840(3)~~ 4604(2), enabling a borrow of the *underlying security* for the entire period from the current date until the expiry of the specific period until conversion.
"currently exercisable"	A security that is exercisable into the *underlying security*: (i) exercisable within 20 *business days* into another security, the *underlying security*, or (ii) exercisable after the expiry of a specific period into another security, the *underlying security*, and the *Dealer Member* or client has entered into a term securities borrowing agreement, which includes the minimum agreement terms specified in subsection ~~5840(3)~~ 4604(2), enabling a borrow of the *underlying security* for the entire period from the current date until the expiry of the specific period until exercise.

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RULE 5800 | ACCOUNT RELATED AGREEMENTS

5801. Introduction

(1) Rule 5800 sets out the specific *Corporation requirements* for the following account related agreements:

(i) the *Corporation* standard agreements [section 5810],

(ii) account *guarantee* agreements [sections 5820 through 5825],

(iii) hedge agreements [section 5830],

~~(iv) cash and securities loan agreements [section 5840], and~~

~~(v) *repurchase agreements* and *reverse repurchase agreements* [section 5850].~~

5802. - 5809. Reserved.

5810. Corporation standard agreements

(1) The *Corporation* prescribes certain contents for and has developed standard forms of, agreements that a *Dealer Member* must use in order to obtain favourable margin treatment~~, or avoid capital penalties,~~ under Rules 5200 through 5900. These agreements are described in sections 5820 through ~~5850~~5830 below and, in the case of the standard form *new issue letter*, in section 5530. The standard agreements posted on the *Corporation's* website are provided as agreement forms acceptable to the *Corporation*.

5811. - 5819. Reserved.

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~~**5831. - 5839. Reserved.**~~

~~**5840. Cash and securities loan agreements**~~

~~(1) A cash and securities loan is the lending of securities for cash collateral or vice versa, other than an overnight cash loan.~~

~~(2) To avoid the margin penalties in Form 1 for cash and securities loan transactions, a *Dealer Member* must be party to a written agreement that contains the minimum terms set out in subsection 5840(3).~~

~~(3) This *written cash and securities loan agreement* must:~~

~~(i) set out the rights of each party to retain and realize on the securities delivered to it by the other party under the agreement if the other party defaults. These rights are in addition to other remedies in the agreement or available at law,~~

~~(ii) set out events of default,~~

~~(iii) provide for treatment of the securities or collateral value held by the non-defaulting party that is over the amount owed by the defaulting party, and~~

~~(iv) either:~~

(a) give the parties the right to set off their mutual debts, or

(b) enable the parties to effect a secured loan and provide that the lender must continuously segregate agreement collateral securities.

(4) If the parties agree to a secured loan as provided in sub-clause 5840(3)(iv)(b), and there is more than one method for the lender to perfect its security interest in the collateral, the lender must choose the method to achieve the highest priority in a default situation.

(5) Whether the parties rely on set off or agree to a secured loan as provided in clause 5840(3)(iv), the *written cash and securities loan agreement* must provide for the securities borrowed and loaned to be free and clear of any trading restrictions under *applicable laws*, and signed for transfer.

5841. 5849. Reserved.

5850. Repurchase agreements and reverse repurchase agreements

(1) To avoid the margin penalties in Form 1 for *repurchase agreement* and *reverse repurchase agreement* transactions, a *Dealer Member* must be party to a written agreement that contains the minimum terms set out in subsection 5850(2).

(2) A written agreement for *repurchase agreement* transaction/*reverse repurchase agreement* transaction must:

(i) set out the rights of each party to retain and realize on the securities delivered to it by the other party under the agreement if the other party defaults. These rights are in addition to other remedies in the agreement or available at law,

(ii) set out events of default,

(iii) provide for treatment of the securities or collateral value held by the non-defaulting party that is over the amount owed by the defaulting party, and

(iv) either:

(a) give the parties the right to set off their mutual debts, or

(b) enable the parties to effect a secured loan and provide that the lender must continuously segregate agreement collateral securities.

(3) If the parties agree to the agreement as provided in sub-clause 5850(2)(iv)(b), and there is more than one method for the lender to perfect its security interest in the collateral, the lender must choose the method to achieve the highest priority in a default situation.

(4) Whether the parties rely on set off or agree to a secured loan as provided in clause 5850(2)(iv), the written agreement for *repurchase agreement* transaction/*reverse repurchase agreement* transaction must provide for the sold or purchased securities to be free and clear of any trading restrictions under *applicable laws*, and signed for transfer.

58515831. - 5899. Reserved.

5901. Introduction

(1) The general margin requirements for call loan, *cash loan* ~~and~~, *securities loan*, *repurchase agreements* and *reverse repurchase agreements* that are entered into between a *Dealer Member* and a counterparty client are set out in Form 1. Rule 5900 sets out specific margin requirements that apply to *cash loan*, *securities loan*, *repurchase agreements* and *reverse repurchase agreements* where, amongst other things, the compensation, price differential, fee, commission of other financing charge to be paid in connection with the agreement is calculated according to a fixed rate.

5902. Definitions

(1) The following term has the meaning set out below when used in the Rule:

"fixed rate"	A rate expressed as a price, decimal, or percentage per year or expressed in another manner that does not vary until the termination of the relevant agreement.

5903. Margin requirements for *cash loan*, *securities loan*, *repurchase agreements*, and *reverse repurchase agreements* with term risk

(1) Despite any margin requirement set out in Form 1 regarding a *cash loan*, *securities loan*, *repurchase agreement* or *reverse repurchase agreement*, if the special conditions set out in the chart below are met, the minimum *Dealer Member inventory margin* requirement for unhedged agreement positions is as follows:

Position	Special conditions	Margin required
Unhedged position		
~~Securities~~ *Cash loan* and *securities loan* agreements where cash is received or delivered to the *Dealer Member*, *repurchase agreement*, or *reverse repurchase agreement*	▪ the obligation to repurchase, resell or terminate the loan is outstanding for more than five *business days*, ▪ the date of repurchase, resale, or termination of a loan is decided at the time of entering into the transaction,	The minimum *Dealer Member inventory margin* required for any unhedged term risk shall be determined by multiplying: (i) the relevant margin rate for a Government of Canada *debt security* with a term to maturity that is equal to the remaining term of the loan / agreement, as set out in section 5210(1)(i), by (ii) the loan / agreement market value.

Position	Special conditions	Margin required
Unhedged position		
	▪ the amount of any compensation, price differential, fee, commission, or other financing charge to be paid in connection with the repurchase, resale, or loan is calculated according to a *fixed rate*, and ▪ the *Dealer Member* must perform the calculations daily and make full provision for any principal and return of capital then payable, and for all accrued interest, dividends, or other distributions on securities used as collateral.	

(2) Despite any margin requirement set out in Form 1 regarding a *cash loan*, *securities loan*, *repurchase agreement* or *reverse repurchase agreement*, if the special conditions set out in the chart below are met, the minimum *Dealer Member inventory margin* requirements for offsets involving agreement positions is as follows:

Position	Special conditions	Margin required
Offsetting positions		
~~Securities~~ *Cash loan* ~~versus~~ or *securities loan* agreement where cash is received or delivered to the *Dealer Member*, versus *cash loan* or *securities loan* **or** *Repurchase agreement* versus *reverse repurchase agreement*	▪ the date of repurchase, resale, or termination of a loan **is less than one year** away for each of the offsetting positions, ▪ the offsetting positions are denominated in the same currency, and ▪ the offsetting positions meet the special conditions set out in subsection 5903(1) for unhedged positions.	The minimum *Dealer Member inventory margin* required for any residual offset term risk is the difference between the unhedged margin calculated for the two loan / agreement positions pursuant to subsection 5903(1)

Position	Special conditions	Margin required
Offsetting positions		
~~Securities~~ *Cash loan* ~~versus~~ or *securities loan* agreement where cash is received or delivered to the *Dealer Member*, versus *cash loan* or *securities loan* **or** *Repurchase agreement* versus *reverse repurchase agreement*	▪ the date of repurchase, resale, or termination of a loan **is greater than or equal to one year** away for each of the offsetting positions, ▪ the offsetting positions are in the same maturity band for margin purposes and are denominated in the same currency, and ▪ the offsetting positions meet the special conditions set out in subsection 5903(1) for unhedged positions.	The minimum *Dealer Member inventory margin* required for any residual offset term risk shall be determined by multiplying: (i) the relevant margin rate for a Government of Canada *debt security* with a term to maturity that is equal to the remaining terms of the loans / agreements, as set out in section 5210(1)(i), by (ii) the net market value of the two loans / agreements.

5904. - 5999. Reserved.